STATE EMPLOYMENT
RELATIONS BOARD

2009 DEC -3 P 12: 34

STATE OF OHIO

STATE EMPLOYMENT RELATIONS BOARD

In the Matter of Fact-Finding Between:

Fraternal Order of Police,	)	09-MED-04-0412.
Ohio Labor Council, Inc.	)	09-MED-04-0413,
	)	09-MED-04-0414
-And-	)	
	)	Fact-Finder:
City of Streetsboro	)	John T. Meredith

REPORT AND RECOMMENDATIONS
ISSUED DECEMBER 1, 2009

APPEARANCES

Present for the Union:

Chuck Wilson, FOP Staff Representative
Chuck Choate, FOP Staff Representative
James Wagner, Patrol Off. Representative
Darin Powers, Sergeants Representative
Kathy Smith, Dispatcher Representative

Present for the Employer:

David J. Matty, Special Counsel
Shana Samson, Special Counsel
Blaire N Melling, Law Director
Arthur Scott, Mayor
Lt. Roy Mosley, Police Department

INTRODUCTION

The parties to this Fact-Finding proceeding are the Fraternal Order of Police, Ohio Labor Council and the City of Streetsboro, OH. The three bargaining units included in this proceeding consist of all 31 employees in the classifications of Police Officer (Case No. 0412), Sergeants (Case No. 0413), and Dispatchers (Case No. 0414). The subject Agreement will be a successor to the July 1, 2007 – June 30, 2009 Agreement between the parties.

The parties initiated collective bargaining for the successor Agreement but were unable to resolve all issues. The State Employment Relations Board, by letter dated October 1, 2009, appointed the undersigned, John T. Meredith, to serve as Fact-Finder. To facilitate negotiations, the parties entered into a Rule 4117-9-05 agreement extending the deadline for issuance of the Fact-Finding Report to December 1, 2009.

A hearing was held on November 16, 2009. Prior to the hearing, the parties timely submitted their Position Statements to the Fact-Finder. The hearing was conducted in accordance with Ohio Collective Bargaining Law and applicable SERB Rules and Regulations. At the outset, the Fact-Finder attempted to mediate a settlement and informally discussed possible resolution of issues with the parties. Several issues were settled or withdrawn, see Appendix A, Agreed Items. Evidence was taken on other issues. The unresolved issues, and the Fact-Finder's recommendations for resolution of each, are fully discussed in the Unresolved Issues section of this Report.

In making his recommendations, the Fact-Finder has given consideration to the following criteria prescribed by Ohio Collective Bargaining Law and listed in SERB Rule 4117-09-05:

(1) Past collective bargaining agreements, if any, between the parties;
(2) Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved.
(3) The interest and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service.
(4) The lawful authority of the public employer;
(5) Any stipulations of the parties;
(6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

BACKGROUND

1. City Profile, Finances

The City of Streetsboro is located in northwestern Portage County, 31 miles southeast of Cleveland and 16 miles northeast of Akron. It is part of the Akron SMSA. The center of the city is the intersection of Routes 43, 313, and 14, a little east of Ohio Turnpike Exit 187 and of the point at which I-480 ends and runs into Rte 14. Rte 14 through Streetsboro is commercial, with stores (including "big box stores" such as Lowe's and Home Depot), auto dealers, restaurants, hotels, and gas stations. Family and household income exceed $50,000 – better than the state average, but significantly less than several affluent neighbors, including Hudson and Aurora.

Throughout the 1990's and continuing through 2007, Streetsboro experienced steady population growth, and it continues to expect growth for another decade, assuming the current economic downturn ends and is followed by economic recovery. Growth, of course, has resulted in both increasing income as well as additional expenses inevitably incurred as the municipality strives to meet the needs of an expanding population.

For several years, Streetsboro had been spending down what once was a substantial unrestricted General Fund year-end balance. As a result, it projected a very low unencumbered year-end balance for 2009, absent additional revenue and/or cutbacks. To avoid this problem, Streetsboro voters approved a one percent (1%) increase in the income tax rate to two percent (2%), partially offset by an increase in the credit offered residents for tax paid to other communities where they work. The new rate became

effective May 28, 2009. It was initially expected to bring in an additional $2 million income tax revenue each year.

However, the recession apparently is taking its toll on Streetsboro, and it now appears that, at least in the second half of 2009, the tax increase may be largely offset by a decline in income available to be taxed. Collections through October 31, 2009 indicate that income tax revenue for 2009 will not exceed pre-increase projections. The City still expects to finish 2009 "in the black" and acknowledges that it has the ability to pay a modest wage increase, a portion of which could be retroactive to July 2009. However, it is not confident that it can take on new expenditures short-term, and believes it needs protections from rising costs, especially in the employee benefit area.

2 Firefighters Fact-Finding Report

The City's workforce is non-union except for the uniformed services. In addition to the police units at issue in this case, the City's firefighters are represented by the IAFF, and just settled a new collective bargaining agreement, effective January 2009 – December 2011. The new agreement was based on a Report issued by Fact-Finder Mitchell Goldberg on November 6, 2006.

There are material differences between the Firefighters and Police units in Streetsboro. Most important, until several years ago, the Fire Department was a part-time department. Probably as a result of its relatively recent full-time status, the Firefighters entered negotiations with wage levels significantly below wages paid in all neighboring departments, and some of Fact-Finder Goldberg's recommendations were directed specifically to this unique situation.

However, both parties submitted and addressed the Report at the hearing, and it also contains recommendations on general issues, such as an insurance plan which the City represents was designed to cover all City employees. Therefore, it is appropriate to note several of Mr. Goldberg's key recommendations at the outset of this Report. These key recommendations are:

> One-time 7% equity adjustment to partially close the gap between Streetsboro and neighboring Fire Departments.
>
> Annual 2% wage increases, effective January 2009 (retroactive), January 2010, and January 2011.
>
> An insurance program featuring 2 plan options – a high option plan, substantially the same as the current plan, and a low-option plan, the premiums for which would likely be almost 20% below the high-option plan's premiums. Employees would pay 11% of the premium for the high option plan, but only 5% of the lower option plan premium. Deductibles and co-pays for services, of course, would be higher in the low option plan. However, effective June 2010, the City would create a Section 125 plan per IRS regulations to permit employees who participate in an eligible plan to pay qualified health costs with pre-tax incomes. Fact-Finder Goldberg expressly stated that the recommendation for an uncapped insurance premium contribution was not a quid pro quo for or in any way related to the equity adjustment recommendation, but rather was based solely on cost-containment concerns and his belief that the City would implement the same insurance program for other employees.
>
> A $900 allowance for completion of a voluntary fitness program. This recommendation was justified in part to offset potential increases in employee health care costs as the new program is phased in.

UNRESOLVED ISSUES

1. Article 3 – Management Rights

Positions of the Parties: The City proposes adding the phrase "and to assign, schedule, promote or retain employees" to the enumerated list of management rights in Article 3, Section 1. It notes that both the statutory management rights clause, RC 41117.08(C), and most public sector management rights clauses reserve these rights to

management. The Union however expressed concern that City will use the new management rights language to try to override scheduling, shift bidding and assignment language elsewhere in the contract. In response to a Fact-Finder inquiry, the Union stated it would be comfortable with the proposed change if the Management Rights clause had language recognizing that rights are reserved "except as otherwise specifically provided in the contract."

RECOMMENDATION: Revise Article 3, Section 1(1) as proposed by the City. Also, add "except as otherwise provided in the contract" to the introductory phrases at the beginning of Article 3, Section 1. The beginning of Article 3, Section 1 should be revised as follows:

> **Section 1: Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the City, and except as otherwise provided in this contract, the City retains the right to: 1) hire, discharge, transfer, suspend and discipline employees for just cause, and to assign, schedule, promote or retain employees;**

Rationale: The City's proposal to add specific reference to assignment, scheduling, promotion and retention of employees is reasonable and consistent with comparability data it submitted. The Union's expressed fear that the City might use the language to circumvent other contractual restrictions, especially in the area of shift scheduling, should be allayed by addition of the "except as otherwise provided" language. All new language added is consistent with Section 4117.08 and with many public and private sector management rights clauses.

2. Article 11, Section 4 – Compensatory Time

Positions of the Parties: The City proposes several changes in compensatory time, as follows: 1) Require use in one-hour increments. 2) Reserve right to deny

request for compensatory time if it would reduce a shift more than one man below minimum manning or if the shift already is staffed with overtime. 3) Deduct compensatory time at the rate of one and "one-half hours for each hour taken" when the officer taking comp time is replaced by an officer on overtime. The justification for all City proposals is its perceived need to reduce overtime costs and increase scheduling control.

In opposition, the Union argues that, to the extent overtime costs were at all excessive during the past year, this reflects City staffing choices, not the comp time system. For example, it notes that two officers were absent for much of the year on military leave. Their absences may have contributed to overtime costs, but, as these officers were not replaced, any increased overtime cost was much more than offset by the savings in their compensation costs. The Union further states that the City's proposed restrictions on comp time use are inconsistent with the Fair Labor Standards Act ("FLSA").

The Union also proposes that bargaining unit members should have the right to cash out compensatory time on two weeks notice. The City opposes this proposal, noting that it could create unpredictable near-term liabilities which the City could have difficulty paying.

RECOMMENDATION: Add Section (b) (one-hour increments) as proposed by the City. No other change in comp time provision. New Section (b) should state:

> **(b) Compensatory time shall be taken in a minimum of one (1) hour increments.**

Rationale: The one-hour increments usage provision is reasonable and not strongly opposed. On the other hand, the City did not show that overtime costs

attributable to the comp time system posed a sufficient burden to justify imposition of other proposed changes, at least absent a bargained for quid pro quo. Moreover, the Fact-Finder notes that attempted restrictions on comp time use are subject to FLSA requirements, see 29 USC Section 207(o)(1) & (5).

Regarding the Union's cash-out proposal, the Fact-Finder is aware that many cities have comp time cash-out provisions, though few if any provide an unrestricted right to cash out on two weeks notice, as the Union proposes here. The proposal as presented could create current liabilities for the City with little time to find funds to meet them. It is not appropriate to add this type of cash-out provision under the current economic conditions.

3. Article 11, Section 8, 10 and 11 - Scheduling

Positions of the Parties: The City proposes to amend Section 8 to increase the number of "swing" members per shift incrementally over the term of the contract. Currently, the Chief may designate three (3) patrol Officers as "swing." Under the City proposal, the Chief could designate four (4) officers in 2010, five (5) officers in 2011, and 6 officers in 2012. Further, the City proposes to add language to Section 10 which would permit the Chief broad authority to modify schedules "when mitigating circumstances arise, or operational requirements change." All changes are justified by the need for increased management flexibility, and in particular the desire to adjust scheduling to reduce overtime costs. The Union opposes these changes. It argues that its members benefit from the current shift scheduling bid system, and gave material concessions in negotiations in 2004 in order to obtain this benefit. It believes the proposed changes would give the Chief broad latitude to circumvent the current

negotiated system, and notes that the Chief does have power to deviate from shift scheduling restrictions under emergency conditions under Article 12.

RECOMMENDATION: No change in current contract language.

Rationale: The Fact-Finder is generally sympathetic to management's need to retain scheduling flexibility. However, the Union introduced evidence substantiating its claim that the current shift scheduling provision was negotiated as the quid pro quo for a material bargaining concession. Consideration of bargaining history and past agreements are among the criteria for fact-finding recommendations, see OAC 4117-09-05(1) & (6). Here they support the Union's position. The City did not show a sufficiently compelling financial or operational need to alter the negotiated shift scheduling provision, at least absent a bargained quid pro quo.

4. Article 26 – Clothing Allowance

Positions of the Parties: Both parties advance proposals to modify Section 7, a provision which currently allows officers to spend u to $450 of their uniform allowance to purchase an "off-duty" firearm. The City would expressly restrict this provision to "non-probationary employees." The Union proposes increasing the allowance to $650 and permitting reimbursement for weapons purchases every five years rather than just once during the course of employment. The Union argues that the City encourages officers to have "off-duty weapons" and that officers carry them on duty as second weapons. Therefore, the "off-duty weapon" is a work-related expense and should be subject to reimbursement. There would be no additional cost to the City, as the proposal would not increase the clothing allowance but rather affects the portion of it allocable to weapons purchase reimbursement.

RECOMMENDATION: Exclude non-probationary officers as proposed by the City. Increase the weapons allowance to $650. Further provide that the $650 is a cap on reimbursable weapons expense during the officer's career with the City, though a portion of it could be spent on a replacement weapon if the entire allowance had not been used for the initial weapons purchase. Revised Article 26, Section 7 to state:

> **Non-probationary members of the Police Department may use up to $650 of their uniform allowance for the purchase of an off duty firearm provided the dealer is approved in advance by the police chief of his designee and the firearm complies with department policy. The $650 is a cap on the portion of the allowance which can be spent on reimbursement for weapons purchase, though a portion of it may be spent on a replacement weapon if the entire allowance is not used for the initial weapons purchase.**

Rationale: Restricting this section to non-probationary officers is reasonable, as it is appropriate to defer reimbursement until completion of the probationary period establishes the officer's suitability for long-term City employment. Increasing the weapons allowance from $450 to $650 could facilitate weapons replacement when necessary. However, the Fact-Finder was not convinced that every officer has need for a new weapon at five-year intervals, or that the City should be solely responsible for any weapons replacement expense.

5. Article 28 - Compensation

Positions of Parties: The City proposes wage increases of 2%/2%/2% effective July 1, 2009 (retroactive), July 1, 2010, and July 1, 2011. It concedes that it has the ability to pay these increases, but states it still must be cautious in undertaking wage commitments for a three-year contract due to the ongoing recession and its continuing adverse impact on City revenues. In support of its position, it offered recent

unemployment data for the state, region, and local area, as well as information about neighboring governments (Akron, Portage County) which are being forced to make cutbacks in response to financial shortfalls. It notes that Streetsboro police officers' pay currently ranks in the middle third of area cities, and that its 2%/2%/2% proposal should enable the City to maintain this ranking.

The Union proposes increases of 4%/4%/4% effective on July 1, 2009, 2010 and 2011. It points to SERB wage increase data which shows many cities, including most of Streetsboro's neighbors, received raises of 3% or more in 2009. It also argues that the Fact Finder should consider the impact of the City's proposal to increase the employee's insurance premium contributions. According to a Union-prepared chart, with an 11% contribution for the high option play, most of a 2% wage increase would be offset by the increase in family plan premium cost even absent a 2010 increase in the total premium amount. The effect on Dispatchers, the lowest paid police group, could be especially harsh.

RECOMMENDATION: 2% wage increase effective July 1, 2009; 2% wage increase effective July 1, 2010; 2.5% wage increase effective July 1, 2011. Amend Article 29, Section 1, wage scales to conform to this recommendation.

Rationale: The recommended 2%/2%/2.5% increases are supported by OAC 4117-09-05 fact-finding criteria.

Regarding "ability to pay," OAC 4117-09-05(3), the City concedes that it has the ability to pay for its proposed 3-year 6% package, and nothing in the record suggests that an additional 0.5% in the last year would have a material impact on the City's economic condition.

Due to changing economic circumstances, evaluation of comparability data and application of the comparability factor, OAG 4117-09-05(2), is more complex. In 2006, 2007 and 2008, average wage settlements for Ohio public employee contracts generally hovered in the vicinity of 3%, with variations from 2.8% to 3.25% depending on the employee group, the year and the region. In 2008, for example, SERB's most recent Annual Wage Settlement Report lists the following wage data for 2008 settlements:

All Ohio public employee contracts:	2.92%
Akron/Canton Region contracts:	2.87%
All City contracts:	3.18%
All police contracts:	3.23%

Wage increases in Streetsboro's neighboring communities reflect these patterns. The Portage County Sheriff's Department, and the cities of Aurora, Kent, Ravenna, Hudson, Tallmadge and Stow, all have contracts which became effective in 2007 or 2008 and which also set wages for 2009 and in several cases 2010. Most of these settlements came in right at 3%, consistent with the prevailing wage pattern at the time the contracts were settled. While the comparability data might be compelling under normal circumstances, the current situation is different due to the onset of a national and regional economic decline in the second half of 2008. This decline has caused financial shortfalls for many state and local governments. While some are still able to agree to wage increases, other public employers have suddenly and unexpectedly been forced to start operating in a cutback mode. As a result, it is clear that wage settlements are trending lower, though it is premature to attempt to predict an average for the current negotiations

season. Wages for this contract must be evaluated in light of this changing overall wage picture.

Moreover, Streetsboro patrol officers currently rank 6th in a listing which includes Portage County Sheriff and nine neighboring cities. The five higher ranking cities – Aurora, Hudson, Twinsburg, Tallmadge, and Stowe – are also more affluent communities than Streetsboro, based on the most recent available information regarding family and household income. Neither a 6% nor 6.5% package over three years would be likely to change Streetsboro's relative position in this ranking. External comparability data, therefore, can be reconciled both with the City's offer and the Fact-Finder's recommendation.

The Fact-Finder has given consideration to the Union's argument that a 2% increase would be largely nullified by the City's proposal to increase the employee share of monthly insurance premiums. Employees without significant medical expenses can avoid this problem by electing the low option insurance plan with high deductibles and, beginning in mid 2010, may begin paying qualified health costs with pretax dollars pursuant to the Section 125, which the City has promised to implement. However, other employees will not be so fortunate and increase costs may well erode the value of their wage increases. In the Firefighter Report, Fact-Finder Goldberg dealt with this problem when he included an annual payment for physical proficiency and stated that a portion of this could be justified as compensation to ease transition to the new insurance payment plan. For Sergeants and Patrol Officers, there is no similar compensation item proposed for this settlement or included in this Report. Therefore, awarding 2.5% instead of 2.0% in the last year of the contract is justified by the potential impact of insurance increases

on some individual police officers, and is not inconsistent with rationale of the Firefighters' Fact-Finding Award.

6. Article 29 – Other Pay

Positions of the Parties: The Field Training Officer pay issue was settled during mediation, and the only issue submitted to the Fact-Finder was the Union's proposal to pay Dispatchers $500 per year for obtaining a beginning Emergency Medical Dispatch Certificate (EMD). The City opposes this proposal as unsupported by comparability data.

RECOMMENDATION: Add Section 6 to Article 29 providing that dispatchers who maintain Emergency Dispatch Certification (E.M.D.) shall be paid $250 on the employee's anniversary date, effective July 1, 2010. New language to state:

> **Effective July 1, 2010, bargaining unit members holding the dispatcher position shall be paid two hundred fifty dollars ($250.00) per year, payable on the employee's anniversary date, for being E.M.D. (Emergency Medical Dispatch) certified.**

Rationale: Support for this proposal in comparability data is somewhat weak, but it is not unprecedented, as one neighboring city – the City of Twinsburg – currently provides a $350 annual E.M.D. payment. It can be justified in this case in connection with the increase in the employee's obligation to pay insurance premiums, (see analysis of Articles 28 and Article 36). Dispatchers, as the lowest paid group in the police bargaining units, are most likely to see their general wage increase eroded by increased insurance premiums, and providing this benefit in the second year of the contract may ease their transition to the revised insurance program.

7. Article 31 – Sick Leave

Positions of the Parties: The City proposes to apply the current requirement for doctor verification of absences of "more than 3 days" to "absences of 3 days or more." The City further proposes to clarify prerequisites for accepting donated sick leave by stating that it may not be taken until the employee exhausts other paid leaves. The Union proposes that personal time can be taken in one (1) hour segments, in lieu of the current 4 hour segment requirement.

RECOMMENDATION: The Fact-Finder recommends the changes proposed by the City and the Union. Article 31, Sections 4, 8 and 14, would be revised to state:

> **Section 4: Before an absence may be charged against accumulated sick leave, the Police Chief may require proof of illness, injury of death, or may require the bargaining unit member to be examined by a physical designated by the Police Chief and paid by the City. In any event a bargaining unit member absent for three days or more must supply a physician's report to be eligible for paid sick leave.**
>
> **Section 8: Bargaining unit members shall have the right to trade one (1) sick day for one (1) personal day with the limit of three (3) per calendar year. The use of personal time will be taken in no less than one (1) hour segments as approved by the Police Chief and approval will be granted so long as the request would not interfere with efficient operations of the police department, or take the requesting member's shift below minimum staffing levels as determined by the Police Chief. In emergency situations, short notice approval will not be unreasonably withheld. The Police Chief or designee reserves the option at his discretion to request such member provide sufficient proof of the "emergency situation" before personal time is actually paid.**
>
> **Section 14 [second paragraph]: All bargaining unity members are eligible to participate. In order to be eligible as donated leave recipients, employees must also be eligible for Family and Medical Leave Act Leave. Donated leave may not be taken until the bargaining unit member exhausts all other paid leaves (sick, vacation, holiday, personal and compensatory time) first. [No change in other paragraphs of Section 14.]**

Rationale: Requirement for doctor verification of absences of three or more days is reasonable, as is the City's proposed clarification of eligibility for use of donated leave. Use of personal time in one hour increments is consistent with the hourly basis for accrual, and the Chief retains sufficient authority to prevent abuse.

8. Article 36 – Health Care

Positions of the Parties: Effective January 1, 2010, the City proposes implementing the same two-tier insurance program recently accepted by the Firefighters and now being extended to other employee groups. Specifically, Plan A would be the high option plan currently offered by the City. The employee obligation to contribute to premiums would increase from 10% capped at $100/month to an uncapped 11% from January 1, 2010 through the end of the contract. A new Plan B lower option plan, with $1000/$2000 in-network annual deductibles, also would be offered. The total premium cost for this plan would be less than the premium cost for Plan A, and the employee share of premium cost would be further reduced to an uncapped 5% commencing January 1 and for the duration of the contract. The City further commits to implementing a Section 125 Plan by June 1, 2010, so as to permit qualified employees who elect coverage in an eligible plan to pay qualified medical expenses with pretax dollars. The City justifies this proposal as necessary to regain some control over rising insurance costs, and notes that Plan A is an expensive plan with no deductibles and 100% coinsurance for in-network services.

The Union is willing to agree to the two-plan option, and to the City's commitment to offer a section 125 plan, but it is opposed to removing the $100/month cap on employee premium contributions, and increasing the Plan A premium contribution

percentage to 11%. It presented a chart showing that an uncapped 11% premium contribution for a Plan A family plan could substantially reduce the effect of a two percent wage increase.

RECOMMENDATION: The Fact-Finder recommends adopting the City proposal, which also was recommended in the Firefighter Fact-Finding Award and is being extended to other City employees. Revisions to Article 36, Sections 1 – 3, would be as follows:

> **Section 1 The Employer shall continue to provide group insurance and pay ninety percent (90%) of the premiums for insurance coverage for the remainder of 2009. Effective January 1, 2010, the Employer will provide two insurance programs options (Program A and Program B) and employees have the right to choose which insurance program they wish to enroll in during any open enrollment event. Switching between programs is not available during any other time of the contract. Additions to and/or subtractions from an insurance program are permitted throughout the year within thirty (30) days of a qualifying event (as defined by the insurance carrier).**
>
> **Section 2 The Employer retains the right to change health care and life insurance providers during the term of the contract in as much that bargaining unit employees shall receive comparable coverage that existed at the time of the modification.**
>
> **Section 3 Employee contributions: Employees are responsible for paying their specified percentage of the premium and said percentage will not changed for the duration of this agreement. Employee contributions will be automatically deducted from employee paychecks through the Finance Department. Employee contributions will be split between the first two paychecks of each month. Specific contributions are as follows:**
>
> **Effective January 1, 2010 and for the duration of the contract:**
>
> **Program A – 11%**
>
> **Program B – 5%**

Rationale: At the outset, it must be noted that we are not writing on a clean slate. Fairness and equity often dictate that all employee groups in the employer's workforce receive substantially similar economic benefits. In the area of health insurance, it is further recognized that maintaining a uniform program for all employees has practical advantages. It creates a larger group of insured individuals and facilitates effective competitive bidding with resulting savings in total costs. Thus both internal parity and the need for a uniform insurance program are among the "other factors ... normally or traditionally taken into consideration" in fact-finding, see OAC 4117-09-05(6). When all but one employee group has settled on an insurance program, these factors normally dictate extending this program to the remaining group.

There is no compelling reason to deviate from the established pattern in this case. Evidence presented at the hearing includes SERB's 2008-2009 17th Annual Report on the Cost of Health Insurance in Ohio's Public Sector. The current Streetsboro plan, which would be Plan A under the new program, costs the City $1456/month for family coverage, only $100 of which is picked up by the employee. This compares to $1149/month average state cost for a family plan, and a $138 average out-of-pocket premium paid by the 75% of Ohio employees who share premium costs with their employers. Some increase in employee premium contribution is warranted. Based on current rates, the 11% contribution would increase the employee premium share to approximately $160 for the Plan A family plan. While this exceeds the 2008 state average, this is primarily because the plan is richer and more expensive than the average state plan, not because the contribution rate is out of line. Moreover, addition of the

lower option plan may offer many employees a meaningful option to avoid increased insurance costs.

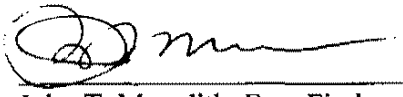
Writing on a clean slate, there might be other ways of dealing with these issues, though it is not clear that these other ways would be better than the new program proposed by the City. But we are not writing on a clean slate. As the City's proposed insurance program is supported by evidence presented at the hearing, is already part of the IAFF contract and is being extended to other City employees, it is clearly appropriate to extend it to the police bargaining units on the same terms.

INCORPORATION OF AGREEMENTS

The Fact-Finder incorporates by reference unchanged language in the parties' expired collective bargaining agreement, and the agreements reached by the parties both during and before the Fact-Finding Hearing.

SUBMISSION

This Fact-Finding Report is submitted by:



John T. Meredith, Fact-Finder

Shaker Heights, Ohio
December 1, 2009

CERTIFICATE OF SERVICE

This is to certify that the foregoing Fact-Finding Report was sent to the State Employment Relations Board by Regular U.S. Mail and was served upon the parties listed below by overnight mail this 1st day of December, 2009:

Chuck Choate, FOP Staff Representative
Chuck Wilson, FOP Staff Representative
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Akron, OH 44319-1020

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222 East Town Street
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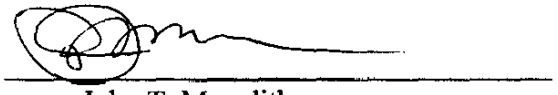

John T. Meredith

APPENDIX A
AGREEMENTS REACHED OR CONFIRMED AT THE FACT-FINDING HEARING

Articles 22 & 23, Vacation & Holiday:

Current contract, Union withdrew proposals to permit taking vacation and holiday time in one-hour increments.

Article 29, Section 5, FTO Pay

Parties agree to modify contract to provide $1.00/hour for training hours worked by officers assigned FTO duties. Language per City Position Statement, pages 16-17.

Article 45, Duration

Agreed as proposed by the Union, with deletion of the last sentence of the Union proposal. Language per Union Prehearing Statement.

Article 47, Meal Allowance

Agreed to revised language per page 16 of the City's Position Statement.

John T. Meredith
Attorney, Arbitrator, Mediator

STATE EMPLOYMENT
RELATIONS BOARD

2009 DEC -3 P 12: 34

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December 1, 2009

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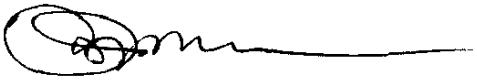
2721 Manchester Road
Akron, OH 44319-1020

RE: SERB No. 09-MED-04-0412, 0413, 0414
Fraternal Order of Police, Ohio Labor Council
and City of Streetsboro

Dear Messrs. Matte, Wilson and Choate:

I am enclosing the Fact-Finder's Report and Recommendations in this case, along with my bill for services. Thank you for your cooperation in this matter.

Very truly yours,



John T. Meredith
Fact-Finder

Cc: SERB Bureau of Mediation (w/ encl.)
Tara Crawford, FOP/OLC